

**IN THE UNITED STATES DISTRICT COURT FOR
THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

DONICE BLOODWORTH, JR.,

Plaintiff,

v.

THE PARTNERSHIPS AND
UNINCORPORATED ASSOCIATIONS
IDENTIFIED ON SCHEDULE “A”,

Defendants.

Case No. 22-cv-06261

Judge Matthew F. Kennelly

PRELIMINARY INJUNCTION ORDER

Plaintiff DONICE BLOODWORTH, JR. (“Bloodworth” or “Plaintiff”) filed a Motion for Entry of a Preliminary Injunction against the against the fully interactive, e-commerce stores operating under the seller aliases identified in Schedule A to the Complaint and attached hereto (collectively, “Defendants”) and using at least the online marketplace accounts identified in Schedule A (the “Defendant Internet Stores”). After reviewing the Motion and the accompanying record, this Court GRANTS Bloodworth’s Motion as follows.

This Court finds Bloodworth has provided notice to Defendants in accordance with the Temporary Restraining Order entered November 14, 2022, [15] (“TRO”), and Federal Rule of Civil Procedure 65(a)(1).

This Court also finds, in the absence of adversarial presentation, that it has personal jurisdiction over Defendants because Defendants directly target their business activities toward consumers in the United States, including Illinois. Specifically, Bloodworth has provided a basis to conclude that Defendants have targeted sales to Illinois residents by setting up and operating e-commerce stores that target United States consumers using one or more seller

aliases, offer shipping to the United States, including Illinois, and have sold products using infringing versions of Bloodworth's federally registered copyrights, which are covered by U.S. Copyright Registration Nos. VA 2-301-829; VA 2-301- 831; VA 2-301-826; VA 2-301-832; VA 2-301-834; VA 2-301-836; VA 2-301-838; VA 2-301-839; VA 2-301-840; VA-2-301-841; VA 2-301-843; VA 2-301-905; VA 2-301-911; VA 2-302-448; and VA 2-301-830 (the "DaCre8iveOne Works") to residents of Illinois. In this case, Bloodworth has presented screenshot evidence that each Defendant e-commerce store is reaching out to do business with Illinois residents by operating one or more commercial, interactive internet stores through which Illinois residents can purchase products using infringing versions of the DaCre8iveOne Works. *See* Docket No. [12], which includes screenshot evidence confirming that each Defendant e-commerce store does stand ready, willing and able to ship its unauthorized goods to customers in Illinois bearing infringing versions of the DaCre8iveOne Works.

This Court also finds that the injunctive relief previously granted in the TRO should remain in place through the pendency of this litigation and that issuing this Preliminary Injunction is warranted under Federal Rule of Civil Procedure 65. Evidence submitted in support of this Motion and in support of Bloodworth's previously granted Motion for Entry of a TRO establishes that Bloodworth has demonstrated a likelihood of success on the merits; that no remedy at law exists; and that Bloodworth will suffer irreparable harm if the injunction is not granted.

Specifically, Bloodworth has proved a *prima facie* case of copyright infringement because (1) the DaCre8iveOne Works are registered with the U.S. Copyright Office, (2) Defendants are not licensed or authorized to use any of the DaCre8iveOne Works, and (3) Defendants' use of the DaCre8iveOne Works is causing a likelihood of confusion as to the

origin or sponsorship of Defendants' products with Bloodworth. Furthermore, Defendants' continued and unauthorized use of the DaCre8iveOne Works irreparably harms Bloodworth through diminished goodwill and brand confidence, damage to Bloodworth's reputation, loss of exclusivity, and loss of future sales. Monetary damages fail to address such damage and, therefore, Bloodworth has an inadequate remedy at law. Moreover, the public interest is served by entry of this Preliminary Injunction to dispel the public confusion created by Defendants' actions. Accordingly, this Court orders that:

1. Defendants, their officers, agents, servants, employees, attorneys, and all persons acting for, with, by, through, under, or in active concert with them be preliminarily enjoined and restrained from:
 - a. using the DaCre8iveOne Works or any reproductions, infringing copies, or colorable imitations in any manner in connection with the distribution, marketing, advertising, offering for sale, or sale of any product that is not a genuine Bloodworth product or not authorized by Bloodworth to be sold in connection with the DaCre8iveOne Works;
 - b. passing off, inducing, or enabling others to sell or pass off any product as a genuine Bloodworth product or any other product produced by Bloodworth, that is not Bloodworth's or not produced under the authorization, control, or supervision of Bloodworth and approved by Bloodworth for sale under the DaCre8iveOne Works;
 - c. committing any acts calculated to cause consumers to believe that Defendants' products are those sold under the authorization, control, or supervision of Bloodworth, or are sponsored by, approved by, or otherwise connected with Bloodworth; and

- d. manufacturing, shipping, delivering, holding for sale, transferring or otherwise moving, storing, distributing, returning, or otherwise disposing of, in any manner, products or inventory not manufactured by or for Bloodworth, nor authorized by Bloodworth to be sold or offered for sale, and which bear any of Bloodworth's copyrights, including the DaCre8iveOne Works, or any reproductions, infringing copies, or colorable imitations.
2. Defendants shall not transfer or dispose of any money or other of Defendants' assets in any of Defendants' financial accounts.
3. Upon Bloodworth's request, Defendants and any third party with actual notice of this Order who is providing services for any of Defendants, or in connection with any of Defendants' Defendant Internet Stores, including, without limitation, any online marketplace platforms such as Amazon Payments, Inc. ("Amazon") (collectively, the "Third Party Providers"), shall, within seven (7) calendar days after receipt of such notice, provide to Bloodworth expedited discovery, limited to copies of documents and records in such person's or entity's possession or control sufficient to determine:
 - a. the identities and locations of Defendants, their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including all known contact information and all associated e-mail addresses;
 - b. the nature of Defendants' operations and all associated sales, methods of payment for services, and financial information, including, without limitation, identifying information associated with the Defendant Internet Stores and Defendants' financial accounts, including Defendants' sales and listing history related to their respective Defendant Internet Stores; and

- c. any financial accounts owned or controlled by Defendants, including their officers, agents, servants, employees, attorneys, and any persons acting in active concert or participation with them, including such accounts residing with or under the control of any banks, savings and loan associations, payment processors or other financial institutions, including, without limitation, Amazon, or other merchant account providers, payment providers, third party processors, and credit card associations (e.g., MasterCard and VISA).
4. Upon Bloodworth's request, those with notice of this Order, including the Third Party Providers as defined in Paragraph 3, shall within seven (7) calendar days after receipt of such notice, disable and cease displaying any advertisements used by or associated with Defendants in connection with the sale of infringing goods using the DaCre8iveOne Works.
5. Any Third Party Providers, including Amazon, shall, within seven (7) calendar days of receipt of this Order:
 - a. locate all accounts and funds connected to Defendants' seller aliases, including, but not limited to, any financial accounts connected to the information listed in Schedule A hereto, the e-mail addresses identified in Exhibit 2 to the Declaration of Donice Bloodworth, Jr., and any e-mail addresses provided for Defendants by third parties; and
 - b. restrain and enjoin any such accounts or funds from transferring or disposing of any money or other of Defendants' assets until further order by this Court.
6. Bloodworth may provide notice of the proceedings in this case to Defendants, including service of process pursuant to Fed. R. Civ. P. 4(f)(3), and any future motions, by

electronically publishing a link to the Complaint, this Order, and other relevant documents on a website or by sending an e-mail with a link to said website to the e-mail addresses identified in Exhibit 2 to the Declaration of Donice Bloodworth, Jr. and any e-mail addresses provided for Defendants by third parties. The Clerk of the Court is directed to issue a single original summons in the name of “HFUN ART and all other Defendants identified in the Complaint” that shall apply to all Defendants. The combination of providing notice via electronic publication or e-mail, along with any notice that Defendants receive from payment processors, shall constitute notice reasonably calculated under all circumstances to apprise Defendants of the pendency of the action and afford them the opportunity to present their objections.

7. Plaintiff's Schedule A to the Complaint [2], Exhibit 2 to the Declaration of Donice Bloodworth, Jr. [12], and the TRO [15] are unsealed.
8. Any Defendants that are subject to this Order may appear and move to dissolve or modify the Order as permitted by and in compliance with the Federal Rules of Civil Procedure and the Northern District of Illinois Local Rules. Any third party impacted by this Order may move for appropriate relief.
9. The ten thousand dollar (\$10,000) bond posted by Bloodworth shall remain with the Court until a final disposition of this case or until this Preliminary Injunction is terminated.

SO ORDERED:



Matthew F. Kennelly
United States District Judge

Dated: Dec. 8, 2022

Schedule A

No.	Defendants
1	HFUN ART
2	GETERICH
3	Mluckyod
4	Mislojade Official Store
5	BOUHES
6	CUFFUCER
7	ENJ HOME ART
8	USA Wall Art Store
9	Arianna's Shop
10	Acrimulcy Art Official
11	METARYA
12	TalynShop
13	designer0594
14	outstandingperson
15	CHAMPER-store
16	ColorfulNew
17	TingTingPiZhouShiZhiChengShangDian
18	zhengjinhuai666
19	Ultrave Art
20	Shenzhen Rex Technology Co., Ltd.
21	Ananas Pru Store
22	WALLOHEEE
23	Funmo
24	Baker Poster Print Shop
25	MrLYouth
26	ZYJ666-fc1
27	BEAUSY
28	Print Wall Art
29	YJ Art & Decor
30	canvas poster
31	hanhaodasd
32	fjnm5jdikm
33	zhengfeng888
34	Starni
35	Huong HoangDuc
36	SunRain Arts
37	Pursue high-quality art

38	宜惠佳
39	shang lin xian yang bo zhao ming qi cai xiao shou
40	remember 18 shop
41	ULLECICE
42	Hulilis
43	chuanglanja
44	SOUTR Wall Art
45	kaimaoyiyouxiangongsiddg
46	Wailldecur
47	KingofPosters
48	Brown ivery
49	Kaifeng Mingpu Electronic Commerce Co., Ltd.
50	MAMAGO
51	FangYi 4
52	Camille & Andrew
53	nanjinglianshengyuegongyipinmaoyiyouxiangongsi
54	SKAILIÉ
55	Wang Jun Building Materials Store
56	Hepmant Custom
57	GuangZhouXiaoJunMaoYiYouXianGongSi020
58	hezeweixiafuzhuangyouxiangongsi
59	yenu7dijen
60	PPArtworks
61	yandeyande
62	YippyStore
63	The Sweet Home shop
64	CORKIFY
65	Lucky C SHOP
66	art long
67	RICHESWOW
68	Howard decoration
69	BestArtForever
70	sinaiwei
71	art23
72	Artsy Vibe
73	Shantou Chenghai Paiku Toys Co., Ltd.
74	ZHONG BEI HONG Commodity Store
75	COCO-STORE
76	Sun Xins
77	YTUGHJGVHVGFC
78	LYY'S Art
79	exquisite wall art shop

80	Xiangjiagong
81	Shaosai
82	FGREGRT7GFJTYKUK
83	CruiShop
84	US Canvas Painting
85	Proton123
86	adege
87	BM Row
88	Cancer art
89	SEMZUXCVO
90	MaiYatang Painting
91	AETICON
92	Kuneng
93	XiAnShiBeiLinQuYaSheShangMaoDian
94	WJHshop
95	Drawskin Art Shop
96	Necklace-Sen
97	Corner love
98	zhangguanghe
99	haikoutinglimeimaoyi
100	zhangyuh
101	kejinhuanhangmaoyouxiangongsi
102	Winni Neil
103	xiaoyuxing
104	Sicivi Savoca
105	SandNat Store
106	VAN SON MAI
107	nanninghongjamaoyiyouxiangongsi
108	huxingyukeji
109	Canvasshop
110	MRS Art
111	Lucy Print
112	LIBANO
113	HAIKIIOO
114	Star Home Art
115	fuyfuytugitottuyugyurututitgoiug
116	Muroan Mall
117	SleepCare Store
118	DITALING
119	Tuqiang Heat Transfer
120	Soliloquy Art
121	VIVIHOME
122	XVWJ
123	WangYaXin

124	LUCKY&DONG
125	linzhnegxi
126	Painting Home
127	Simple day store
128	haikoujunfangwendianzishangwu
129	Super poster store
130	TIMI ARTWORK
131	□ □ □ □ □ 发财宠 □ □ □ □
132	HMEwallart
133	Visit our wall art gallery
134	LEVENTINO
135	ZDzhoubei
136	Multihome Store
137	CX Sign Store
138	YSBFJ
139	chibixiangxingdianzishangwuyouxiangongsi
140	LiuYangShiJiaTengShangMaoYouXianGongSi
141	honyuhu
142	YANG MENG MENG
143	nanninghangweimaoyiyouxiangongsi
144	plane world
145	BFDKJLHLSDFD1FDSFD
146	CKGPTCN
147	CASDSAIIKGHBJASHDKJSAGAS
148	WJQ Shop
149	sai pao le
150	Yan Quan
151	Vincent Art Shop
152	guyunhaokeji
153	VENLIFE
154	HAIKIIOO
155	DONGDAOVUONGSTORE
156	chengduxikalongdianzishangwuyouxiangongsi
157	xinchengdhai
158	陈□ □
159	Detailsd